

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON**

PROVIDENCE HEALTH & SERVICES, a
Washington non-profit corporation,

Plaintiff,

v.

**CONTINENTAL CASUALTY
COMPANY**, an Illinois Corporation,

Defendant.

**CONTINENTAL CASUALTY
COMPANY**, an Illinois Corporation,

Third-Party Plaintiff,

v.

**SEDGWICK CLAIMS MANAGEMENT
SERVICES, INC.**, an Illinois Corporation,

Third-Party Defendant.

Case No. 3:20-cv-01651-AR

ORDER

IMMERGUT, District Judge.

On January 25, 2022, Magistrate Judge John V. Acosta¹ issued his Findings and Recommendation (“F&R”). ECF 66. The F&R recommends that this Court grant in part and deny in part Plaintiff Providence Health & Services’ (“Providence”) motion to dismiss and to strike Defendant Continental Casualty Insurance’s (“Continental”) counterclaim, ECF 53, and grant in part and deny in part Third-Party Defendant Sedgwick Claims Management Services’ (“Sedgwick”) motion to dismiss Continental’s third-party claims, ECF 52. No party filed objections. For the following reasons, this Court ADOPTS Judge Acosta’s F&R.

STANDARDS

Under the Federal Magistrates Act (“Act”), as amended, the court may “accept, reject, or modify, in whole or in part, the findings or recommendations made by the magistrate judge.” 28 U.S.C. § 636(b)(1). If a party objects to a magistrate judge’s F&R, “the court shall make a de novo determination of those portions of the report or specified proposed findings or recommendations to which objection is made.” *Id.* But the court is not required to review, de novo or under any other standard, the factual or legal conclusions of the F&R to which no objections are addressed. *See Thomas v. Arn*, 474 U.S. 140, 149–50 (1985); *United States v. Reyna-Tapia*, 328 F.3d 1114, 1121 (9th Cir. 2003) (en banc). Nevertheless, the Act “does not preclude further review by the district judge, *sua sponte*” whether de novo or under another standard. *Thomas*, 474 U.S. at 154.

CONCLUSION

No party having filed objections, this Court has reviewed the F&R and accepts Judge Acosta’s conclusions. The F&R, ECF 66 is adopted in full. Providence’s motion to dismiss and to strike, ECF 53, is GRANTED IN PART and DENIED IN PART. Continental’s second and

¹ On March 24, 2022, this case was reassigned to Magistrate Judge Jeffrey J. Armistead. ECF 80.

third counterclaims and sixth and seventh affirmative defenses are DISMISSED with leave to amend in accordance with Insurance Policy No. W-128574507B (“Policy B”). Continental is ORDERED to submit a full copy of Policy B with its amended pleadings. Sedgwick’s motion to dismiss, ECF 52, is GRANTED IN PART and DENIED IN PART. Continental’s third-party contribution claim against Sedgwick is DISMISSED without leave to amend.

This Court defers ruling on Continental’s request for leave to amend its third-party complaint. *See* ECF 55 at 3, 19; ECF 57 at 9–10.

IT IS SO ORDERED.

DATED this 11th day of April, 2022.

/s/ Karin J. Immergut
Karin J. Immergut
United States District Judge